				Response to Queries (RTQ) – Tender Reference No.: DGRPG/TPA/2024/3			
SN	Tender / ATC Clause No.	Page No.	Tender / ATC Clause	Tender / ATC clause details/specification	Amendment Sought / Suggestion	Justification	PSeGS response
1	2.5	4	Document control sheet	Date and time for submission of bids 24-09-2024 upto 11:00 AM.	1. May we request to extend bid submission date upto 3 weeks from the date of publishing of corrigendum/ response to queries.	1. After publishing of corrigendum/ clarification response bidders may require time for preparation of proposal and necessary internal approvals for submission.	As per RFP.
2	5.1.2.3	7	Eligibility / pre-qualification criteria	Bidder must have successfully completed minimum 2 projects as TPA in any Data Centre in India during the last five years ending 31.03.2024 with minimum value of the work order of Rs. 50 lakhs. Project executed within the agency's own company, group of companies or Joint Venture companies shall not be considered.	1. May we request to please increase the work order value to atleast 1 cr. 2. Please clarify if Data Centre audits of PSU/ private organisations are included for this clause. 3. Request you to kindly modify the clause as "Bidder must have successfully completed/ongoing minimum 2 projects as TPA in any Data Centre/Network in India during the last five years ending 31.03.2024 with minimum value of the work order of Rs. 50 lakhs. Project executed within the agency's own company, group of companies or Joint Venture companies shall not be considered."	1. Basis our experience and understanding SDCs are critical for the state and thus, the critieria should be kept stringent to allow bidders who have strong and relevant technical expertise. 3. Generally the Data centre TPA projects are for longer duration. Hence requesting to accept ongoing projects as well. Also network audit experience accommodates the TPA scope	1. As per RFP. 2. Yes, Data Center audits of PSUs / private organizations are valid. 3. Ongoing Projects with minimum 1 years of operations are already being considered. Refer "Documents/ Information to be provided" column of this clause.
3	5.1.2.4	7	Eligibility / pre-qualification criteria	The bidder should have experience in security audit / network audit / ISO compliance audit of at least 5 Data Centre projects in India. Project executed within the agency's own company, group of companies or Joint Venture companies shall not be considered.	3. Request you to kindly modify the clause as "The bidder should have experience in security audit / network audit / ISO compliance audit of at least 2 Data Centre projects in India. Project executed within the agency's own company, group of companies or Joint Venture companies shall not be considered."	3. In oder to gauge the experience and capacity of the bidder, we believe 2 projects of similar expertise of the current one is enough.	As per RFP.

4	5.1.2.5	8	Eligibility / pre-qualification criteria	The bidder should have positive net worth and average annual turnover of more than Rs. 10 crores for any three of the last five financial years reported i.e. till FY 2022-23.	1. May we request to please increase the annual turnover requirement to atleast 100 Crores. 2. We request you to exempt the turnover eligibility criteria for MSME registered auditors. Further, The Ministry of Micro, Small and Medium Enterprises, Government of India via its Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 has exempted MSME from prior turnover criteria Copy of the circular is attached for reference.	1. Basis our experience and understanding SDCs are critical for the state and thus, the financial critieria should be kept stringent to allow bidders who have strong experience and standing in market.	As per RFP.
5	5.1.2.7	8	Eligibility / pre-qualification criteria	The bidder should have a minimum 50 technically qualified personnel in the areas of IT Consultancy, IT infrastructure Audit, IT security, Compliance Audit, ISO and Program/Project Management.	1. May we request to please amend the clause as follows: The bidder should have a minimum 100 technically qualified personnel in the areas of IT Consultancy, IT infrastructure Audit, IT security, Compliance Audit, ISO and Program/Project Management.	1. We understand a strong team of professional is required to deliver the potential deliverables of this RFP. Hence, we suggest to please increase professional count.	As per RFP.
6	5.2.1.TQ1	10	Technical bids evaluation	Average annual turnover of bidder in India for any three of last five financial years reported i.e. till FY 2022-23 ▪ Above 100 Crores: 20 Marks ▪ >50 Crores & <=100 Crores: 15 Marks ▪ >=10 Crores & <=50 Crores: 10 Marks	1. May we request to please amend the clause as follows: Average annual turnover of bidder in India for any three of last five financial years reported i.e. till FY 2022-23 ▪ Above 100 Crores: 20 Marks ▪ >200 Crores & <=300 Crores: 15 Marks ▪ >=100 Crores & <=200 Crores: 10 Marks	1. Basis our experience and understanding SDCs are critical for the state and thus, the financial critieria should be kept stringent to allow bidders who have strong experience and standing in market.	As per RFP.

| 7 | 5.2.1.TQ2 | 10 | Technical bids evaluation | Successful completion of project as TPA in any Data Center in government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. 50 lakhs for each project.
5 marks for each project subject to a maximum of 20 marks. | 1. May we request to please amend the clause as follows:
Successful completion of project as TPA in any Data Center in government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. 1 Crore for each project.
5 marks for each project subject to a maximum of 20 marks.

3. Request you to kindly modify the clause as "Successful completion/ongoing of project as TPA in any Data Center in government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. 50 lakhs for each project.
5 marks for each project subject to a maximum of 20 marks." | 1. Basis our experience and understanding SDCs are critical for the state and thus, the critieria should be kept stringent to allow bidders who have strong and relevant technical expertise.

3. Generally the Data centre TPA projects are for longer duration. Hence requesting to accept ongoing projects as well. Also network audit experience accommodates the TPA scope | 1. As per RFP.
3. Ongoing Projects with minimum 1 years of operations are already being considered. Refer "Documents/ Information to be provided" column of this clause. |

8	5.2.1.TQ3	10	Technical bids evaluation	Total number of Certified Professionals with a minimum of 3 resources in each category i. CISA/CISM/CISSP ii. CEH/ECSA iii. ISO 27001- Lead Auditor/Lead Implementer iv. ITIL v. PMP/PRINCE 2 a. >= 30 professionals – 20 Marks b. >= 20 professionals – 14 Marks c. >= 10 professionals – 7 Marks	1. Total number of Certified Professionals with a minimum of 10 resources in each category i. CISA/CISM/CISSP ii. CEH/ECSA iii. ISO 27001- Lead Auditor/Lead Implementer iv. ITIL v. PMP/PRINCE 2 a. >= 30 professionals – 20 Marks b. >= 20 professionals – 14 Marks c. >= 10 professionals – 7 Marks 3. Request you to modify the clause as "Total number of Certified Professionals with a minimum of 3 resources in each category i. CISA/CISM/CISSP ii. CEH/ECSA iii. ISO 27001- Lead Auditor/Lead Implementer iv. ITIL v. PMP/PRINCE 2 a. >= 20 professionals – 20 Marks b. >= 15 professionals – 14 Marks c. >= 10 professionals – 7 Marks	1. We understand a strong team of professional is required to deliver the potential deliverables of this RFP. Hence, we suggest to please increase professional count. 3. The project requires only 2 resources for deployment. Hence the bidder having 10x of the current requirement suffices the resource capacity.	As per RFP.
9	5.2.1.TQ4	10	Technical bids evaluation	Valid Certifications of the Bidder a. ISO 27001 - 5 Marks b. ISO 9001 - 5 Marks	1. May we request to please amend the clause as follows: Valid Certifications of the Bidder a. ISO 27001:2022 - 5 Marks b. ISO 9001 - 5 Marks	1. ISO27001:2013 version has been marked obselete as the organisation are required to have latest version. Therefore, we suggest amending the requirement for latest version.	As per RFP.
10	5.2.1.TQ5	10	Technical bids evaluation	NICSI (Tier I) / NeGD (category – A) empaneled consulting firm.	2. NICSI Tier 1 empanelement is for Application development. Repharsing the requirement as under: NICSI/ NeGD (category – A) empaneled consulting firm.	_	As per RFP.

| 11 | 5.2.1.TQ6 | 10 | Technical bids evaluation | Adequacy and quality of resources proposed for deployment: -

 i. Senior Auditor / Senior Consultant: Minimum 5 years' relevant experience of auditing / consulting with minimum of 2 certifications (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH).

 1 marks for each additional year of experience (over & above the minimum of 5 years' experience) subject to a maximum of 5 marks.

 1 marks for each additional certification (over & above the minimum of 2 certifications) from the above mentioned certifications subject to a maximum of 5 marks. | 1. May we request to please amend the clause as follows:

 i. Senior Auditor / Senior Consultant: Minimum 5 years' relevant experience of auditing / consulting with minimum of 2 certifications (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH).

 3 marks for each additional year of experience (over & above the minimum of 5 years' experience) subject to a maximum of 5 marks.

 3 marks for each additional certification (over & above the minimum of 2 certifications) from the above mentioned certifications subject to a maximum of 5 marks. | 1. As per our experience of similar enagagements, the Senior auditor should have atleast 5 years exp and have 2 certifications. | As per RFP. |

12	5.2.1.TQ6	10	Technical bids evaluation	Adequacy and quality of resources proposed for deployment: - ii. Auditor / Consultant: Minimum 3 years' relevant experience of auditing / consulting with minimum of 1 certification (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH). 2 marks for each additional year of experience (over & above the minimum of 3 years' experience) subject to a maximum of 6 marks. 1 marks for each additional certification (over & above the minimum of 1 certifications) from the above mentioned certifications subject to a maximum of 4 marks.	1. May we request to please amend the clause as follows: ii. Auditor / Consultant: Minimum 3 years' relevant experience of auditing / consulting with minimum of 1 certification (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH). 3 marks for each additional year of experience (over & above the minimum of 3 years' experience) subject to a maximum of 6 marks. 4 marks for each additional certification (over & above the minimum of 1 certifications) from the above mentioned certifications subject to a maximum of 4 marks.	1. As per our experience of similar enagagements, the Auditor should have atleast 3 years exp and have 1 certification.	As per RFP.
13	5.11.4	16	Financial bids evaluation	The bids will be evaluated on the Least Cost Based Selection method. The lowest bid shall be declared as most responsive bidder (L1).	1. May we request to for evaluation criteria to be QCBS with 80% weightage to quality and 20 % to cost.	1. Keeping in view the complexity and size of the project we understand that more weightage should be given to the quality/ approach. QCBS selection criteria can help appoint a service provider with the highest level of expertise and professionalism at the best value for money, striking a balance between quality and affordability.	As per RFP.

| 14 | 7.1 | 28 | Contract period | The contract shall be valid for a period of 5 years and 6 months from the date of signing of contract. If the services of the Service Provider are found satisfactory, DGRPG may extend the contract on the same prices for an additional period of 1 year at a time by mutual consent on the same terms & conditions. | 1. May we request you to kindly amed the contract period for 1.5 - 2 Years as VA/PT or secuirty assessment activities are part of the Auditor Scope. | 1. SDCs are considered to be critical assets for any state, and they also have sensitive/protective systems containing critical/sensitive information (data) of the government departments."

"Reference to page no. 6, Sr No. 9.2 of the NCIIPC Standard Operating Procedure (SOP) for Auditing of CIIs/Protected Systems by Private/Government Organizations: '9.2.2. Any three successive audits shall not be carried out by the same external auditor.'" | As per RFP. |
| 15 | 9.4.2 | 31 | SLA and Liquidated Damages | **Activity** - Deployment of Resources
Frequency - NA.
Deliverable - Qualification and experience should be as prescribed in this tender. Any deviation will be treated as non-deployment for the purpose of liquidated damages calculation.
Target / Service Level - Resources must be deployed within 1 week from the date of contract signing / replacement of resources.
Liquidated Damages for delays beyond target level - Rs. 5,000/- per day for non-deployment / any deviation and no payment for the deliverables prepared by the concerned resource. | 3. Request you to kindly allow one month time from the date of contract signing for deployment of resources. Also, Kindly reduce the per day charges from Rs 5000 to Rs 1000 per day post one month from the date of contract signing | 3. The resource proposed during the tender process might not be available at the time of deployment for multiple reasons. Hence another resource at par with the proposed resource or higher qualification and experience shall be deployed. This might take some time. | As per RFP. |

16	9.4.3	31	SLA and Liquidated Damages	**Activity** - Resource replacement. **Frequency** - NA. **Deliverable** - TPA shall deploy resources with same or higher qualification, experience & certification within a week. **Target / Service Level** - Each resource can be replaced only once in a year (calculated from the date of contract signing). **Liquidated Damages for delays beyond target leve**l - Rs. 1,00,000/- per replacement.	1. Resources are subject to resignation on their own discretion. Though we have notice periods for our resources, which can give us time to get a replacement of similar skillset. Therefore, request you to please amend the clause as follows: Each resource can be replaced with same or higher qualification, experience & certification within a week. Also request you to please lower the penalty for replacement if bidder fails to deploy replacement of similar skillset.	1. Resources are subject to resignation on their own discretion. Though we have notice periods for our resources, which can give us time to get a replacement of similar skillset.	As per RFP.
17	9.4.Note.2	33	SLA and Liquidated Damages	Maximum liquidated damages cap is of 10% of the quarterly invoice value which will be applicable from sr. no.: 5 to 13 in the above table. There will be no maximum cap for point - 1 to 4.	1. Request you to please cap the penalty to maximum of 5% for all the pointers indicated in the above table.	1. Heavy penalties are direct implication to project revenue and eventually can impact project delivery. Therefore request you to please cap the penalties.	As per RFP.
18	Additional Clause	_	_	Indirect or consequential losses and damages	1. May we request you to please add the following clause: DGRPG not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this agreement or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated.	_	As per RFP.

| 19 | Additional Clause | _ | _ | Limitation of Liability | 1. May we request you to please add the following clause:

DGRPG shall not recover from the Bidder, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the services that directly caused the loss in connection with claims arising out of this agreement or otherwise relating to the services. | _ | As per RFP. |

| 20 | Additional Clause | _ | _ | Confidentiality | 1. May we request you to please add the following clause:

Except as otherwise permitted by this agreement, neither of the parties may disclose to third parties the contents of this agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this agreement | _ | As per RFP. |
| 21 | Additional Clause | _ | _ | Termination | 1. May we request you to please add the following clause:

Bidder may terminate this agreement, or any particular services, immediately upon written notice to Powergrid if Bidder reasonably determines that it can no longer provide the services in accordance with applicable law or professional obligations | _ | As per RFP. |

22	Additional Clause	_	_	Auditing Rights	1. May we request you to please add the following clause: Notwithstanding the above any audit conducted shall be restricted to the physical files in relation to this agreement only and shall be subject to DGRPG agreeing to maintain confidentiality of these documents. No access to the Bidder's systems or hands on or intrusive testing will be permitted. Any third parties employed by DGRPG to conduct such audit shall not be a competitor of the Bidder and shall agree to confidential obligations with the Bidder	_	As per RFP.
23	Additional Clause	_	_	IPR	1. May we request you to please add the following clause: Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable statement of work/ work order, any intellectual property developed by the Bidder, and any working papers compiled in connection with the services (but not DGRPG's information contained in them), shall be the property of the Bidder	_	As per RFP.